

1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
7 Hollywood, California 90028
(213) 661-4030

8 Attorneys for Plaintiff
9 CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
13 not-for-profit religious)
corporation;)
14)
Plaintiff,)
15)
16 vs.)
GERALD ARMSTRONG; DOES 1)
17 through 25, inclusive,)
18 Defendants.)
19

Case No.

152229

DECLARATION OF ANDREW H.
WILSON IN SUPPORT OF
APPLICATION FOR ORDER
SEALING PORTIONS OF FILE

Date: February 4, 1992
Time: 1:30 p.m.
Dept. 2

20 ANDREW H. WILSON deposes and says:

21 1. My name is Andrew H. Wilson and I am one of the attorneys
22 responsible for the representation of the Plaintiff in this action.
23 I have personal knowledge of the facts set forth in this Declaration
24 and could competently testify thereto if called as a witness.

25 2. The object of this action is to enforce, and recover for
26 the breach of, the provisions of a settlement agreement (the
27 "Agreement") entered into between Plaintiff and Defendant on
28 December 6, 1986. The Agreement provided for mutual release of

FILED

FEB - 4 1992

HOWARD HANSON
MARIN COUNTY CLERK
by P. Fan, Deputy

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1 various claims between Plaintiff and Defendant, the payment of an
2 unspecified sum to Defendant, and contained various promises on the
3 part of the Defendant. The most important of these promises were:
4 (1) that the Agreement would be confidential and its contents would
5 not be disclosed; (2) that the Defendant would not assist persons
6 engaged in litigation adverse to Plaintiff and would, himself, not
7 attack Plaintiff or related individuals and entities; (3) that the
8 Defendant would not participate voluntarily in proceedings against
9 Plaintiff unless compelled to do so by lawful subpoena or the
10 process; and (4) that Defendant would maintain strict
11 confidentiality and silence with respect to his experiences with
12 Plaintiff and with respect to any knowledge or information he might
13 have concerning the founder of the Scientology religion, L. Ron
14 Hubbard.

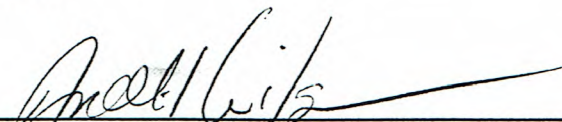
15 3. Despite these promises, Defendant breached the
16 confidentiality provisions of the Agreement on at least three
17 separate occasions by providing it to counsel representing the
18 parties involved in lawsuits against the Plaintiff: First, on March
19 19, 1990, the Agreement was attached as Exhibit D to a motion filed
20 against Plaintiff herein in Corydon v. The Church of Scientology
21 International, Inc., et al., LASC No. 694401 (Exhibit C, Motion
22 only); second, on September 3, 1991, the Agreement was attached as
23 Exhibit A to a declaration of the Defendant Gerald Armstrong in
24 Asneran v. Church of Scientology of California, et al., United
25 States District Court for the Central District of California, No. CV
26 088-1786-JMI (Exhibit D, Declaration only); third, on July 19, 1991
27 the Agreement was filed as Exhibit 1 to a declaration of Gerald
28 Armstrong dated July 16, 1991, filed in Religious Technology Center,

1 et al. v. Joseph Yanny, LASC No. DC 033035.

2 4. In addition, Armstrong has been involved in numerous other
3 breaches of the Agreement, including aiding persons engaged in
4 litigation against Plaintiff, publicizing his experiences with
5 Plaintiff and his alleged knowledge of L. Ron Hubbard, and engaging
6 in other activities which are in breach of the Agreement. These
7 activities are the subject of a Motion for Preliminary Injunction to
8 be filed concurrently with the filing of the Complaint.

9 5. As counsel for Plaintiff, it is my belief that the issues
10 involved in this litigation are inextricably intertwined with the
11 provisions of the Agreement. In addition to the Agreement, the
12 Memorandum of Points and Authorities to be filed in support of
13 Plaintiff's Motion for a Preliminary Injunction must be sealed, as
14 it discloses and describes portions of the Agreement. If the
15 confidentiality of the Agreement is compromised, one of the
16 principal issues in this litigation will thereby be rendered moot.

17 I declare under penalty of perjury that the foregoing is true
18 and correct and that this declaration was executed on February 4,
19 1992 at San Francisco, California.

20
21 
22 _____
23 ANDREW H. WILSON
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